

**CORRECTION INSTRUMENT AS TO A RECORDED ORIGINAL INSTRUMENT**  
 [Non-material correction pursuant to §5.028, Texas Property Code, where the parties to the recorded original instrument have not signed the correction affidavit (instrument)]

Date: June 11, 2019  
 GF No: 51-151324  
 Title Company: Patriot Title  
 Affiant: Paul Ayala

Description of Original Instrument (include name of instrument, date, parties and recording information):

Warranty Deed with Vendor's Lien dated January 13, 2017, filed January 17, 2017 recorded on Document No RP-2017-21125, in the Official Records, Harris County, Texas from Patricia Maciques F/K/A Patricia Swearingen to Rachel Corina Luna.

Affiant on oath swears that the following statements are true and within the personal knowledge of Affiant:

1. My name is Paul Ayala. My address is 8866 Gulf Frwy Ste. 295 Houston, TX. 77017. I am over the age of eighteen (18) years and am otherwise competent to make this Correction Affidavit.
2. I have personal knowledge of the facts relevant to the correction of the above referenced Original Instrument as evidenced by the following facts (describe facts indicating personal knowledge below):

I have reviewed the document and verified the error and the proper corrections set forth below.

3. I am making this Affidavit as a correction instrument pursuant to §5.028 of the Texas Property Code, with regard to the following clerical error in the Original Instrument (describe error below):

The legal description was incorrect

4. The Original Instrument should correctly read as follows with respect to the clerical error described above, this being a non-material change to the Original Instrument (Insert corrected language below):

The correct legal description is as follow:

Lot Twelve (12), Block Fifty Eight-A (58A) of 2nd Amended Replat of Blocks Fifty Eight-A (58-A) and Sixty Seven (67) of Section Four (4) of JERSEY VILLAGE COUNTRY CLUB ESTATES, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 355090 of the Map Records of Harris County, Texas.

5. I have given notice of this correction of the Original instrument by sending a copy of this Correction Affidavit by Via mail to each party to the Original Instrument, in accordance with §5.028 (d) (2) of the Texas Property Code. The evidence of said notice is attached to this affidavit as required by §5.028 (d) (1) of the Texas Property Code.

AFFIANT:

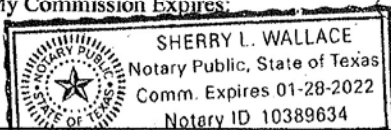
Paul Ayala

STATE OF TEXAS §

COUNTY OF Harris §

SWORN TO AND SUBSCRIBED before me on this 10 day of June, 2019, by Paul Ayala, to certify which witness my hand and seal of office.

My Commission Expires:



Sherry Wallace  
 Notary Public, State of Texas

Notary Name Printed: Sherry Wallace

CORRECTION INSTRUMENT AS TO A RECORDED ORIGINAL INSTRUMENT (Non-material Error Without Joinder of Parties)  
 (Texas)

EXHIBIT I

RP-2019-269997

## WARRANTY DEED WITH VENDOR'S LIEN

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

January 13, 2017

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

THAT PATRICIA MACIQUES F/K/A PATRICIA SWEARINGEN, hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by RACHEL CORINA LUNA, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by Grantee of one certain Promissory Note in the principal sum of (\$327,750.00) **THREE HUNDRED TWENTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND 00/100**, payable to the order of Nations Direct Mortgage, LLC hereinafter called "Mortgagee," bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to **MICHAEL BURNS, ATTORNEY AT LAW, P.O. BOX 992, ALLEN, TX 75013**, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above-described note, said Vendor's Lien and Deed of Trust lien against said property securing the payment of said Note are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto said Grantee, the following described property, to-wit:

**LOT TWELVE (12), BLOCK FIFTY EIGHT (58) OF 2ND AMENDED REPLAT OF BLOCKS FIFTY EIGHT-A (58-A) AND SIXTY SEVEN (67) OF SECTION FOUR (4) OF JERSEY VILLAGE COUNTY CLUB ESTATES, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TOO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 355090 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.**

Loan Number [REDACTED]  
Warranty Deed With Vendor's Lien

Initials: \_\_\_\_\_

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Taxes for the current year have been prorated and their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns."

It is expressly agreed that the Vendor's lien is retained in favor of the payee of said Note against the above-described property, promises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

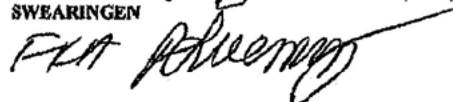
Loan Number: [REDACTED]  
Warranty Deed With Vendor's Lien

RP-2019-269997

EXECUTED this 13<sup>th</sup> day of January 2017

  
PATRICIA MACIQUES / K/A PATRICIA  
SWEARINGEN (Seller)(Date)

1.13.17  
(Seller)(Date)

  
(Seller)(Date)

(Seller)(Date)

Loan Number   
Warranty Deed With Vendors Lien

RP-2019-269997

STATE OF TEXAS

County of Harris

Before me Arlisa McGowan

on this day personally appeared

PATRICIA MACIQUES F/K/A PATRICIA SWEARINGEN known to me (or proved to me on the oath of

\_\_\_\_\_ or through Vald Fd) to be

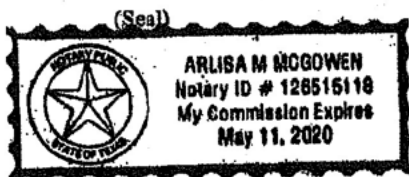
the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and stamp of office this 13 day of January, 2017.

Arlisa McGowan  
Notary Public

Arlisa McGowan, Notary  
Title of Notarial Officer

My Commission Expires: May, 11, 2020



After Recording, Please Mail To:

RACHEL CORINA LUNA  
16022 KUBE COURT  
JERSEY VILLAGE, TX 77040.

Loan Number: [REDACTED]  
Warranty Deed with Vendor's Lien



Escrow File No.: 51-151324

**EXHIBIT "A"**

**Lot Twelve (12), Block Fifty Eight-A (58A) of 2nd Amended Replat of Blocks Fifty Eight-A (58-A) and Sixty Seven (67) of Section Four (4) of JERSEY VILLAGE COUNTRY CLUB ESTATES, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Film Code No. 355090 of the Map Records of Harris County, Texas.**

RP-2019-269997

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# Pages 7  
06/25/2019 01:22 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$36.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically  
and any blackouts, additions or changes were present  
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or  
use of the described real property because of color or  
race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in  
File Number Sequence on the date and at the time stamped  
hereon by me; and was duly RECORDED in the Official  
Public Records of Real Property of Harris County, Texas.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-269997